

# **dotMobi Geographic Names (City Names)**

## **Solicitation of Applications from Local Governments**

Mobile Top Level Domain Ltd. (“mTLD”) is the global Registry recognized by the Internet Corporation for Assigned Names and Numbers (“ICANN”) to operate the .mobi top level domain. mTLD, backed by leading mobile operators, device manufacturers, and Internet content providers, is the first – and only – top level domain dedicated to delivering the Internet to mobile devices. mTLD’s goal is to provide a predictable, consistent Internet experience to mobile device users.

Through this solicitation (the “Solicitation”), mTLD is seeking proposals from local governments and/or their designees (which may be public, private, commercial, or not-for-profit) interested in acquiring and developing a geographic .mobi domain name for an initial period of two years (with provision for extension). The list of available names (the “Offered Names”) under this Solicitation process is accessible at: [http://pc.mtld.mobi/documents/dotMobiListOfAvailableCityNamesGovtAllocProcess - 21 June 2007.pdf](http://pc.mtld.mobi/documents/dotMobiListOfAvailableCityNamesGovtAllocProcess-21June2007.pdf).

Applications must be submitted in accordance with the terms of this Solicitation. mTLD reserves the right to reject proposals that are incomplete and/or fail to comply with these instructions and requirements.

### **1. Objectives**

mTLD desires to identify prospective operators who will develop the full potential of a specific geographic domain name and enhance the dotMobi TLD by taking steps to:

- Develop a .mobi website with robust content, formatted in compliance with the dotMobi Style Guide [[http://dev.mobi/files/dotmobi\\_Switch\\_On\\_Web\\_Developer\\_Guide.html](http://dev.mobi/files/dotmobi_Switch_On_Web_Developer_Guide.html)] and scoring 5 out of 5 on ready.mobi [<http://ready.mobi/>], around the Offered Name;
- Optimize the mobile experience and encourage increased mobile Internet access by providing a positive, predictable, and consistent user experience;
- Provide the mobile community with new features, services and content; and

- Enhance user familiarity with, use of, and loyalty toward the dotMobi TLD.

## **2. Qualification Information**

Applicants must demonstrate that their proposals are submitted by or with the support of the relevant local government by submitting:

- A. Background information on the relevant geographic area, including any official act, decree, etc. recognizing and/or adopting the Offered Name as an official designation for the area.
- B. A copy of an act, decree, resolution, decision, or endorsement of a competent authority conferring rights to develop the Offered Name local in the manner proposed.

## **3. Additional Information to be Submitted**

- A. A description (250 words) of the proposed content / services / applications to be offered via the .mobi website corresponding to the Offered Name.
- B. A description of the applicant's marketing and promotion plans, outlining specific activities contemplated, the schedule on which such activities will be undertaken and the availability of committed marketing funds. Applicants must take note of the following marketing requirements and provide details of same in their application:
  - A public launch event to local press for the Offered Name web-site.
  - A Press Release to issue in liaison with mTLD promoting the Offered Name web-site.
  - Local marketing efforts for the Offered Name web-site at a minimum cost of €2,000 per annum. This may include, for example, the distribution of private branding collateral with the .mobi website name.

*[Please note that mTLD will provide marketing support].*

- C. Examples of the applicant's use of the string corresponding to the Offered Name in any other Top Level Domain.

## **4. Additional Requirements and Instructions**

- A. Applications must be in English.
- B. Applicants must submit:
  - (i) A nonrefundable processing fee in the amount of €150 with each Offered Name application [cheques to be made payable to mTLD Ltd]; and

- (ii) Two hard copies of the application, sent to the following address for the attention of Ms Caroline Greer: mTLD Ltd (dotMobi), 11 Exchange Place, IFSC, Dublin 1, Ireland.
- C. Queries should be addressed to Ms Caroline Greer at the following email address: [cgreer@mtld.mobi](mailto:cgreer@mtld.mobi). Emails should be marked '**City Names Solicitation**' in the subject box. If mTLD determines, in its sole discretion, that its response to any question or request would be of interest to other prospective applicants, the response will be posted as an addendum on the dotMobi web-site. Any such addenda shall become part of this Solicitation upon posting.
- D. **Applications will be accepted from Monday 20<sup>th</sup> August 2007 onwards. There is no closing date for this application process.** MTLD reserves the right, in its sole discretion, to reject deficient or incomplete applications or applications received after the submission.
- E. All proposals shall be deemed to have been made on the date that the communication was postmarked or received for processing by a reputable delivery service, provided that such date is readily verifiable.
- F. Unless clearly and appropriately marked and identified otherwise, mTLD will assume that the contents of an application are not confidential.

## **5. Process Overview**

mTLD will review all complete, submitted applications and may, in its discretion, elect to enter into a contract with parties that demonstrate an understanding of the .mobi TLD and the means and desire to meet the objectives as identified in Section 1. In the event that two or more applications for the same Offered Name are submitted by different qualified parties, mTLD may, in its sole discretion, select one of the applications best meeting mTLD's objectives, reject all such applications, or call upon applicants to submit additional information.

Before being authorized to register an Offered Name, selected applicants must enter into a binding contract with mTLD

<http://pc.mtld.mobi/documents/CityNamesContract.pdf>. The contract will incorporate by reference the applicant's proposal, as well as any representations and information included in the application or otherwise provided to mTLD by an applicant. Applicants should understand that any statements or representations included in their application, including any supplemental material submitted, will become contractually binding in the event mTLD elects to authorize their registration of an Offered Name.

**Successful applicants must make best efforts to launch the website corresponding to the Offered Name within 60 days of contract execution, and must also agree to participate in specified co-marketing initiatives with mTLD to promote the .mobi TLD in general and the website corresponding to the Offered Name in particular.**

Once contract negotiations have concluded successfully, mTLD will provide the registration code necessary to register the Offered Name through a dotMobi accredited registrar for a two year term, during which term they must operate the website in accordance with their proposal and the terms and conditions of their agreement with mTLD. mTLD reserves the right to monitor a successful applicant's website for compliance with these requirements. Operators will be authorized to renew their registrations unless, in mTLD's reasonable discretion, they have failed to comply with their material obligations in the previous term.

## **6. Reservation of Rights**

- A. mTLD has no obligation to select any proposal and/or applications submitted, enter into contract negotiations with any applicant, execute a contract with any applicant, or authorize any applicant to register an Offered Name. mTLD is not liable for any costs incurred by any applicant, whether or not successful, in the preparation and submission of applications, in the course of contract negotiation, or otherwise in connection with the Solicitation process.
- B. Without limitation, mTLD reserves the right in its sole discretion to:
- Select any application and/or all applications;
  - Reject any and/or all applications for any reason;
  - Request additional information or clarification regarding any and/or all applications;
  - Rescind the selection of any and/or all applications for any reason at anytime;
  - Re-issue the Solicitation;
  - Modify the Solicitation;
  - Remedy technical errors in the Solicitation;
  - Approve or disapprove the use of particular contractors or subcontractors by an applicant;
  - Negotiate with any, all, or none of the applicants;
  - Waive, in its sole discretion, any requirements of the Solicitation and/or consider applications that do not conform to the Solicitation's requirements;
  - Enter into an agreement with another applicant if the applicant first selected by mTLD fails to execute a contract with mTLD;
  - Cancel or suspend a successful applicant's authority to register a specified Offered Name should the applicant fail to meet and/or fulfill any of the representations made in the application.

## **7. Disclaimer Regarding Potential Disputes**

- A. By submitting an application, the applicant acknowledges and agrees that mTLD makes no representations or warranties of any kind in connection

with this Solicitation, the process, or the Offered Name and specifically makes no guarantee to the applicant against the possibility of:

- Objection to, or challenge of, the registration or use of any Offered Name by the applicant or any other party;
- mTLD's offer of a similar domain name and/or the authorization to register and/or use a similar domain name in .mobi or any TLD by another applicant or third party; and/or
- Registration and/or use of a similar domain name by another applicant or third party in a manner that might compete with or cause confusion with respect to the registration and/or use of any Offered Name.

B. mTLD has no obligation to and does not check to see whether the Offered Name (or any use a Registrant makes or proposes to make the Offered Name) infringes the legal rights of others nor does it check to see whether another domain name (or the use of another domain name by a third party or other applicant) infringes the legal rights of any applicant. It is each applicant's responsibility to investigate its legal rights and the legal rights of others with respect to any offered domain name. The applicant acknowledges and agrees that it is exclusively liable for any such infringement.

## **8. Disclaimer of Warranties**

WITH RESPECT TO THE SUBJECT MATTER HEREOF, mTLD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WHETHER OR NOT THE APPLICANT'S APPLICATION IS SELECTED, mTLD AND APPLICANT ENTER INTO A CONTRACT, AND/OR APPLICANT ELECTS TO REGISTER SAID OFFERED DOMAIN NAME, mTLD MAKES NO WARRANTY THAT THE OFFERED NAME AND SERVICE(S) REFERENCED HEREIN (INCLUDING, WITHOUT LIMITATION, THE SOLICITATION PROCESS) WILL MEET APPLICANT'S REQUIREMENTS, OR THAT ANY ELEMENT OF THE PROCESS AND/OR ACCESS TO AND USE OF THE OFFERED NAME WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES mTLD MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM PARTICIPATING IN ANY PART OF THE SOLICITATION AND/OR FROM AN OFFERED NAME OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE DOTMOBI SITE. APPLICANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF THE DOTMOBI SITE IS DONE AT APPLICANT'S SOLE DISCRETION AND RISK AND THAT APPLICANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO APPLICANT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY AN

APPLICANT FROM mTLD OR THROUGH THE DOTBMOBI SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE APPLICANT.

### **9. Disclaimer of Liability**

IN NO EVENT SHALL mTLD BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM OR RELATING TO THIS SOLICITATION OR THE PROCESS OR RESULTING FROM ANY DATA, INFORMATION, OR SERVICES OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR ARISING FROM OR IN CONNECTION WITH THIS SOLICITATION OR THE PROCESS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF mTLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL mTLD BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES. WITHOUT LIMITING THE FOREGOING, mTLD EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM: THE CONDUCT OF OR APPLICANT'S PARTICIPATION IN THE SOLICITATION PROCESS; DATA NON-DELIVERY OR MISDELIVERY BETWEEN THE APPLICANT AND mTLD; PROCESSING AND/OR CONSIDERATION OF APPLICANT'S PROPOSAL; PROCESSING, REGISTRATION, AND/OR LOSS OF REGISTRATION OF AN OFFERED NAME; USE OF AN OFFERED NAME; DISPUTES OVER DOMAIN NAME REGISTRATIONS, INCLUDING THE DECISION OF ANY DISPUTE RESOLUTION PROCEEDING; ERRORS, OMISSIONS OR MISSTATEMENTS; AND/OR EVENTS BEYOND mTLD'S CONTROL (I.E. ACTS OF GOD). IN NO EVENT SHALL mTLD'S LIABILITY TO APPLICANT OR ANY THIRD PARTY IN CONNECTION WITH OR ARISING FROM THIS SAPP OR THE PROCESS EXCEED THE AMOUNT OF FEES APPLICANT HAS PAID TO mTLD PURSUANT TO THIS SAP. IF ANY STATE OR JURISDICTION DOES NOT PERMIT THE ELIMINATION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, mTLD'S LIABILITY SHALL BE LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW.

### **10. Arbitration**

Any difference, controversy or claim (whether based on contract, tort, statute, or any other legal basis) arising out of or relating to this Solicitation or the Solicitation process (including, without limitation, the formation, existence, validity, enforceability, performance, expiration, or termination of this Solicitation, any contract related to this Solicitation, or the arbitration provision herein) or the products and services supplied by either party to his Solicitation including any application for provisional or protective relief shall be finally, confidentially, and individually resolved by arbitration by three (3) arbitrators in accordance with the

Rules of Arbitration then in effect of the International Court of Arbitration of the International Chamber of Commerce, or its successor; provided that this Solicitation shall control if there is a conflict between it and the Rules. The seat of the arbitration shall be Dublin, Ireland. The language of the arbitration shall be English, and all documentation, testimony, or other materials submitted to the arbitrators shall be in the English language.